

interest may appear. In case said mortgagor, shall fail to pay any such taxes, assessments, charges, labor or material liens or insurance, then the holder of this mortgage and the debt secured hereby may pay said taxes, assessments insurance charges and liens and said mortgagor agree to repay upon demand the full amount of said advances with interest thereon at the rate of ten per cent per annum from the date of such advancement and this mortgage shall be a further lien for the repayment thereof.

FOURTH. Mortgagor agree to pay promptly when due all interest or principal payments on all prior encumbrances if any upon said land, and if mortgagor or their successors in the ownership of the land herein mortgaged, default in payment of either principal or interest of any prior encumbrance, the holder of the note secured by this mortgage may pay off such prior encumbrance in full, or the amount due thereon whether principal or interest, or may pay off the entire prior encumbrance in full, and mortgagore agree forthwith to repay same with interest at the rate of ten per cent (10%) per annum from date of such advancement and the lien of this mortgage shall extend to and protect such advances and interest and if the same be not paid within thirty (30) days from date of advancement, the holder of the note secured hereby may at any time thereafter proceed to foreclose this mortgage and all the indebtedness secured by said note shall become at once due and payable at the option of the holder thereof.

Non-Compliance with any of the agreements made herein by the mortgagors shall cause the whole debt secured hereby to mature at the option of the holder hereof, and no demand for the fulfillment of broken obligations or conditions, and no notice of election to consider the debt due shall be necessary before instituting suit to collect the same and foreclose this mortgage, the institution of such suit being all the notice required.

FIFTH. Grantors agree that in case default occurs upon this mortgage indebtedness or any part thereof, and suit is instituted to collect the same the sum of showing in note as reasonable attorneys fee in addition to all other legal costs as often as any legal proceedings are taken, to foreclose this mortgage for default in any of its covenants or as often as the said mortgagors or mortgagees may be made defendant in any suit affecting the title to said property which sum shall be and additional lien on said premises, and shall become due upon the filing of petition or cross petition or foreclose.

SIXTH. Mortgagor further agrees that in the event action is brought to foreclose this mortgage for the purpose of collecting said indebtedness secured hereby, a receiver may be appointed by the court to take charge of the premises herein mortgaged during the pendency of such action.

In Witness Whereof the said mortgagor has hereunto set his hand on the 24th day of August A.D. 1922.

J.H. Scheller

ACKNOWLEDGMENT

State of Oklahoma)
Tulsa County,) ss.

Before me A.V. Long a Notary Public in and for said County and State on this 24th day of August 1922 personally appeared J.H. Scheller to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.